

AG Contract No. KR96 0585TRN
ADOT ECS File No. JPA 96-31
Project: H5648 02C
Section: Mohave Channel @ Kino
Beverly Avenue, Harrison - Stockton Hill

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 10 APRIL, 2001,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF KINGMAN, acting by and through its
MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to state highway improvement projects in the past, the State has acquired a portion of the Mohave Channel in the City, which would more appropriately be within the ownership and maintenance jurisdiction of the City. The State and the City desire to transfer ownership and maintenance jurisdiction of the Mohave Channel within the State right-of-way to the City, and Beverly Avenue from Harrison to Stockton Hill Road.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

24537
Filed with the Secretary of State
Date Filed 04/10/01
[Signature]
Secretary of State
Vicky D. Harwood

II. SCOPE

1. The State will:

a. Provide the City not to exceed \$30,000.00 to design and construct a fair weather roadway crossing across the Mohave channel at Kino.

b. Enhance the area adjacent to the Mohave channel by providing a 10 foot wide multi-purpose pathway and landscaping from Beverly to Kino under a separate State project (H551901C).

c. Rechannelize Mohave channel from Beverly to Kino under a separate State project (H564801C).

d. Widen Beverly from Harrison to Stockton Hill Road under a separate State project (H561201C) & landscape said area.

e. After transfer of funds from the State to the City and the completion of construction of the above noted projects, and upon approval and by formal resolution of the Transportation Board, transfer ownership jurisdiction and maintenance responsibility of Mohave Channel & Beverly (Harrison to Stockton Hill Road) within the State's right of way to the City, as shown on exhibit A, which is attached hereto and made a part hereof.

2. The City will:

a. Design and construct a fair weather roadway crossing over the Mohave Channel at Kino. Be responsible for all costs associated with the fair weather roadway crossing over and above the State's contribution of \$30,000.00, including any contractor claims for extra compensation due to delays or whatever reason. Be responsible for administering the mitigation of any hazardous materials or hazardous material spills in the channel occurring after the transfer of the channel from the State to the City.

b. After transfer of funds from the State to the City and the completion of construction of the above noted projects, and upon approval and by resolution of the Transportation Board, accept ownership and maintenance jurisdiction of Mohave Channel & Beverly (Harrison to Stockton Hill Road) within the State's right-of-way, as shown on exhibit A, which is attached hereto and made a part hereof.

c. If applicable, waive the requirements of Arizona Revised Statutes 28-7209 (formerly 28-106).

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and transfer of ownership; provided, however, that this agreement may be cancelled at any time prior to the commencement of performance of any of the provisions of this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Kingman
City Manager
310 N. 4th Street
Kingman, AZ 85401

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF KINGMAN

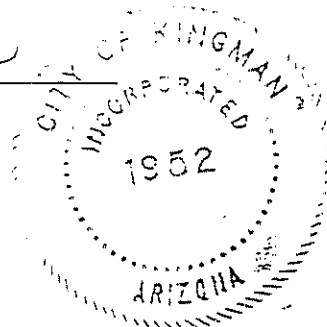
STATE OF ARIZONA
Department of Transportation

By *Lester Byram*
LESTER BYRAM
Mayor

By *William Higgins*
WILLIAM HIGGINS
Deputy State Engineer

ATTEST

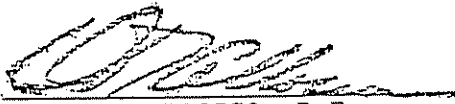
By *Charlene Ware*
CHARLENE WARE
City Clerk



RESOLUTION

BE IT RESOLVED on this 22nd day of December 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Kingman for the purpose of defining responsibilities for the transfer of ownership jurisdiction of Mohave channel at King in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.



DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

CITY OF KINGMAN, ARIZONA

RESOLUTION NO. 3610

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA; AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH THE AZ DEPARTMENT OF TRANSPORTATION RELATING TO ACCEPTING IMPROVEMENTS AND CONTINUING MAINTENANCE OF BEVERLY AVE AND A PORTION OF THE MOHAVE WASH CHANNEL.

WHEREAS, the State of Arizona is empowered by ARS §28-108 to enter into intergovernmental agreements with cities; and

WHEREAS, the City of Kingman is empowered by ARS §48-572 to enter into intergovernmental agreements; and

WHEREAS, the State of Arizona and the City of Kingman desire to transfer ownership and maintenance jurisdiction of the Mohave Channel within the state right-of-way to the City, and

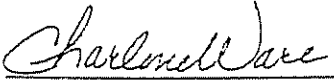
WHEREAS, the City of Kingman and the State of Arizona propose to enter into an agreement with regard to funding and construction of certain projects leading up to the the proposed transfer

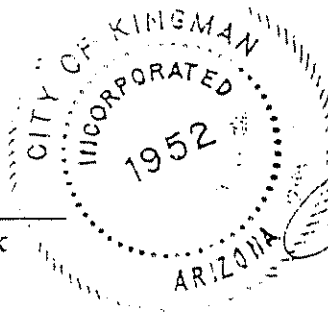
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Kingman are hereby authorized to execute the Intergovernmental Agreement between the State of Arizona and the City of Kingman, entitled

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Mohave Channel
Beverly Avenue.

PASSED AND ADOPTED by the Mayor and Common Council of the City of Kingman, Arizona, on March 5, 2001.

ATTEST:


Charlene Ware, City Clerk



APPROVED:

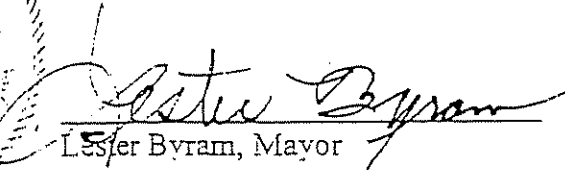
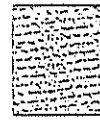
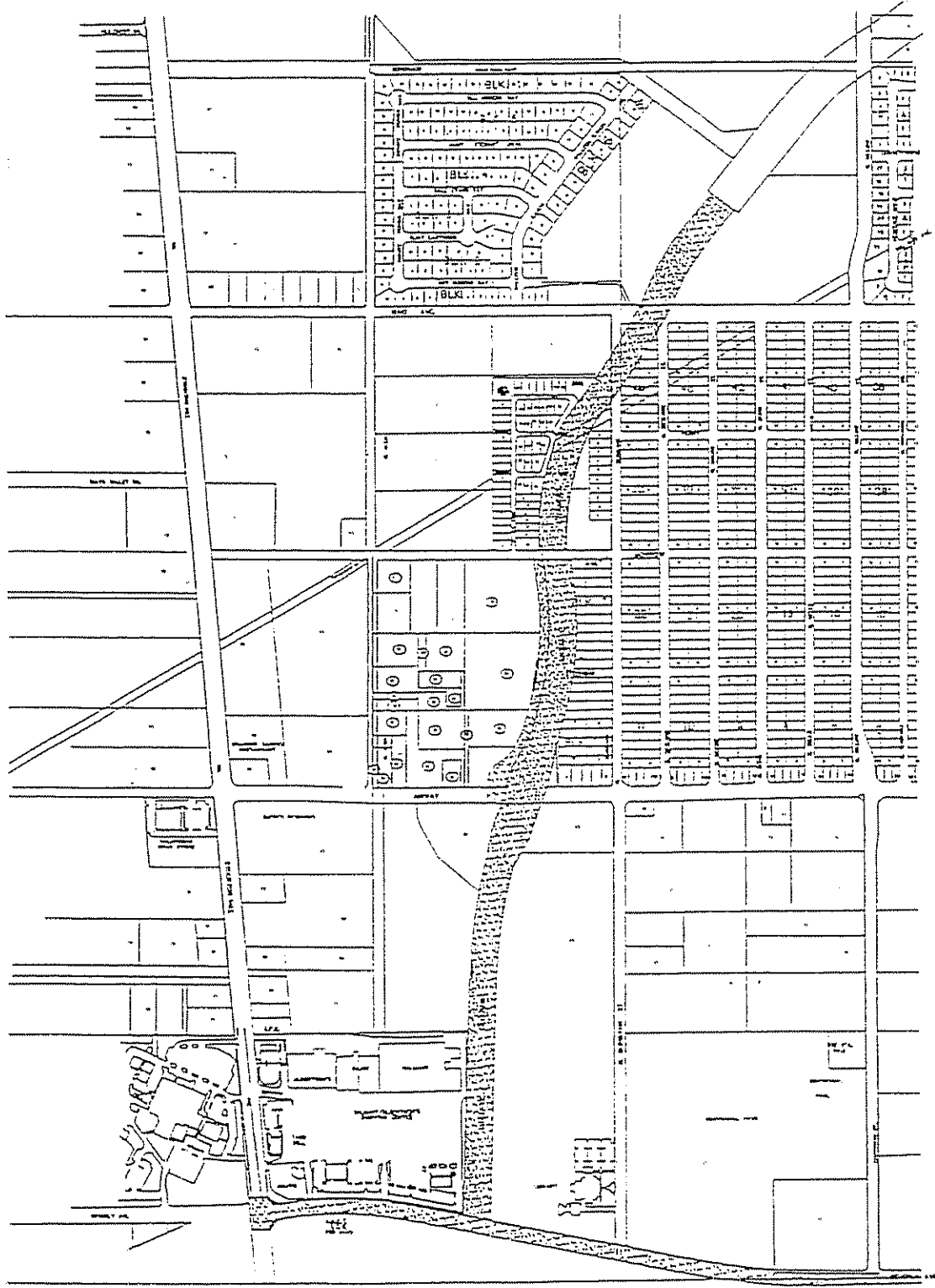

Lester Byram, Mayor

EXHIBIT A

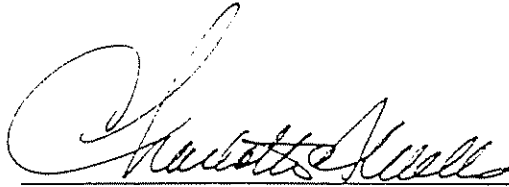


Area to be
disposed of
to City of
Kingman from
ADOT

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of March, 2001.

A handwritten signature in cursive script, appearing to read "Charlotte Kull", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1580

Direct: (602) 542-3837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR96-0585TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 4, 2001

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/676777

Enc.